

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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GERD THIELEBEULE,

Plaintiffs,

-against-

GERMANISCHER LLOYD (U.S.A.), INC. and  
GERMANISCHER LLOYD, AG,

Defendants.  
-----X

ECF CASE

Case No. 04 CV 8460(RJH)(THK)

**PLAINTIFF'S RULE 26(a)(1)  
INITIAL DISCLOSURES**

Plaintiff Gerd Thielebeule, by his attorneys, Vandenberg & Feliu, LLP, hereby provides the following Initial Disclosures pursuant to Rule 26(a)(1) of the Federal Rules of Civil Procedure. Plaintiff expressly reserves the right to supplement these Initial Disclosures, and nothing herein is intended to be or shall be construed to constitute a waiver of any applicable privilege.

A. The individuals listed below are likely to have discoverable information plaintiff may use to support his claims and defenses:

- Gerd Thielebeule  
3110 Park Newport, Apartment 401  
Newport Beach, California 92660
- Stephen Gumpel  
Germanischer Lloyd (U.S.A.), Inc.  
303 South Broadway, Suite 460  
Tarrytown, New York 10591
- Rainer Schöndube  
Germanischer Lloyd, AG  
Vorsetzen 35  
20459 Hamburg, Germany

- Herrn Eble  
Personnel Department  
Germanischer Lloyd, AG  
Vorsetzen 35  
20459 Hamburg, Germany
- Ditmar Grund  
Germanischer Lloyd, AG  
Vorsetzen 35  
20459 Hamburg, Germany

In general, the individuals listed above are expected to have discoverable information regarding the subject matter of this lawsuit. The particular subjects about which they may have information include, but not by way of limitation:

- The terms and conditions of Plaintiff's employment and the compensation and benefits Defendants agreed to pay.
- Defendants' failure to pay Plaintiff the amounts due to him.
- Defendants' knowledge of, authorization of, and consent to Plaintiff's actions in Algeria.

B. Plaintiff may use the following documents to support his claims and defenses:

*Documents generally concerning Thielebeule's employment*

- Agreement between Thielebeule and GL-USA dated July 1, 1992.
- March 4, 1993 letter from GL-USA to Thielebeule.
- March 10, 1994 letter from GL-USA to Thielebeule
- June 20, 1995 letter from GLAG to Thielebeule
- June 30, 1995 letter from GL-USA to Thielebeule
- March 20, 1996 letter from GL-USA to Thielebeule
- February 6, 2001 letter from Thielebeule to GLAG
- March 8, 2001 letter agreement between Thielebeule and GL-USA
- March 8, 2001 letter from GL-USA to Thielebeule

- April 20, 2001 letter agreement between Thielebeule and GL-USA
- Letter agreement dated May 27, 2002 between Thielebeule and GL-USA
- June 13, 2002 letter from GL-USA to Thielebeule
- Letter dated March 17, 2003 from GL-USA to Thielebeule
- Letter agreement dated July 2, 2003 between GL-USA and Thielebeule
- Letter agreement dated September 3, 2003 between GL-USA and Thielebeule
- July 9 2003 letter from GLAG to CALTRAM

*Documents generally concerning EURL Germanischer Lloyd Algerie*

- Authorization, dated October 28, 1999, by Rainer Schöndube
- Power of Attorney from GLAG to Thielebeule, dated May 8, 2001
- April 4, 2002 letter from GLAG to Thielebeule
- Agreement dated May 7, 2002 between Thielebeule and ELBE Holding GmbH
- July 9, 2003 letter from GLAG to CALTRAM
- Undated letter from Thielebeule to Rainer Schoendube at GLAG
- September 25, 2003 letter from Thielebeule to Ditmar Grund at GLAG
- September 29, 2003 fax from Thielebeule to GLAG, attaching a proposed purchase and sale agreement for EURL Germanischer Lloyd Algerie
- Proposed purchase and sale agreement for EURL Germanischer Lloyd Algerie with handwritten comments
- October 7, 2003 fax from Thielebeule to GLAG, Ref. No. 03/01016
- October 7, 2003 fax from Thielebeule to GLAG, Ref. No. 03/010117
- October 28, 2003 letter from Thielebeule to GLAG
- November 17, 2003 letter from Thielebeule to Ditmar Grund at GLAG

- November 18, 2003 Letter of Intent, signed by Thielebeule

C. Plaintiff provides the following computation of damages:

On the First Cause of Action

- An amount to be finally determined at trial, but not less than US \$449,514.00 calculated as follows
  - i. Retirement compensation in the amount of 15/12ths of Plaintiff's final year's gross salary of \$114,185.74 in the total amount of US \$142,732.00
  - ii. Compensation for 45.5 vacations days accumulated between May 8, 1999 and September 30, 2003 in the total amount of US \$17,516.00.
  - iii. Compensation for unpaid Saturday work days between 2001 and September 30, 2003 plus overtime at the Federally required rate in the total amount of US \$67,560.00
  - iv. Reimbursement for six trips between Algeria and the United States between April 2001 and September 2003 in the total amount of US \$33,918.00.
  - v. Vacation allowance for nine years at US \$3,500 per year in the total amount of US \$31,500.00.
  - vi. Extra overseas allowance of US \$1,650 per month for 63 months in the total amount of US \$103,950.00.
  - vii. Compensation for 1,586 overtime or late-hour survey hours worked between 2001 and 2003 at US \$33.00 per hour in the total amount of US \$52,338.00.
- Interest thereon at the statutory rate

On the Second Cause of Action

- An amount to be finally determined at trial, but not less than US \$449,514.00 calculated as above.
- Interest thereon at the statutory rate
- Costs and attorneys' fees

- Additional liquidated damages equal to twenty-five percent of the total amount of the wages found to be due, an amount to be finally determined at trial, but not less than US \$112,378.50.


On the Third Cause of Action

- An amount to be finally determined at trial, but not less than US \$449,514.00 calculated as above.
- Interest thereon at the rate of 10% per annum pursuant to California Labor Code § 218.5 and California Civil Code § 3289
- An additional 30 days of wages
- Costs and attorneys' fees

4. The requirements of Fed R. Civ. P. 26 (a) (1) (D) are not applicable to Plaintiff.

Dated: New York, New York  
January 31, 2005

VANDENBERG & FELIU, LLP

By:   
Christopher A. D'Angelo, Esq. (CD-7081)  
Attorneys for Plaintiff  
110 East 42<sup>nd</sup> Street, Suite 1502  
New York, New York 10017  
(212) 763-6800